



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



December 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**SUPPLEMENTAL LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE
COUNTY OF LOS ANGELES AND THE CITY OF PASADENA FOR THE 2007
TOURNAMENT OF ROSES PARADE
(5TH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the agreement for law enforcement services to the City of Pasadena during the 118th Tournament of Roses Parade on January 1, 2007, at an estimated cost of \$562,674.
2. Instruct the Chairman of the Board of Supervisors to sign the agreement with the City of Pasadena.
3. Authorize the Sheriff to modify the deployment of personnel in Section 2 of the agreement provided that any increase in service is fully reimbursed by the City of Pasadena.
4. Authorize the Sheriff to provide the requested services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Pasadena has requested that the County of Los Angeles, through the Los Angeles County Sheriff's Department (Department), provide law enforcement services during the City's annual Tournament of Roses Parade on January 1, 2007.

A Tradition of Service

The number of spectators and vehicles that enter the City of Pasadena to attend this event requires supplemental law enforcement services to provide adequate police protection and traffic control. The City of Pasadena is desirous of contracting with the County for additional law enforcement services through the Department.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 3: Organizational Effectiveness, and Goal 4: Fiscal Responsibility. By combining resources, the Pasadena Police Department and the Department enhance public safety during the Tournament of Roses Parade. All Department costs are fully reimbursed by the City of Pasadena.

FISCAL IMPACT/FINANCING

The estimated charges and staffing are based on rates developed by the Auditor-Controller. The County will be reimbursed by the City of Pasadena for all costs incurred at the current rates established by the Auditor-Controller. The total estimated cost for the parade is \$562,674. The Tournament of Roses Parade will not have any impact on the resources provided to the unincorporated patrol areas, as staffing will be provided by the Department's sworn and professional staff on voluntary overtime basis. The estimated total number of personnel required is 696, totaling 9,048 hours. The contract provides for the use of reserve deputy sheriff personnel who will augment the assignment of the regular deputy sheriff personnel. The reserve deputy sheriffs will be compensated.

<u>Sheriff's Personnel</u>	<u>Hourly Rate</u>	<u># of Persons</u>	<u>Total Hours</u>	<u>Total Cost</u>
Deputy Sheriff - Area Commander	126.42	1	13	\$1,643.43
Deputy Sheriff - Captain	110.70	1	13	1,439.10
Deputy Sheriff - Lieutenant	92.65	16	208	19,271.20
Deputy Sheriff - Sergeant	77.13	51	663	51,137.19
Deputy Sheriff - Bonus II	75.98	18	234	17,779.32
Deputy Sheriff - Bonus I	62.96	100	1,300	81,848.00
Deputy Sheriff - Generalist	58.94	378	4,914	289,631.16
Deputy Sheriff - Reserve	49.21	50	650	31,986.50
Operations Assistant II	40.07	1	13	520.91
Operations Assistant III	45.90	1	13	596.70
Public Response Dispatcher II	36.69	10	130	4,769.70
Corrections / Custody Assistant	37.40	10	130	4,862.00

<u>Sheriff's Personnel</u>	<u>Hourly Rate</u>	<u># of Persons</u>	<u>Total Hours</u>	<u>Total Cost</u>
Custodian	20.51	4	52	\$1,066.52
Law Enforcement Technician	33.93	17	221	7,498.53
Parking Control Officer	28.41	16	208	5,909.28
General Maintenance Worker	30.34	4	52	1,577.68
Secretary V	35.46	2	26	921.96
Senior Criminalist	65.78	2	26	1,710.28
Supervising Public Response Dispatcher	40.87	2	26	1,062.62
Inventory Control Assistant II	27.79	1	13	361.27
Electronic Communications Tech.	49.03	2	26	1,274.78
Custody Records Clerk II	29.90	2	26	777.40
Evidence & Property Custodian III	34.51	1	13	448.63
Word Processor II	29.90	1	13	388.70
Station Clerk II	29.90	1	13	3,88.70
Security Officers	28.34	4	52	<u>1,473.68</u>
Subtotal				530,345.24
Liability Insurance: 3%				13,230
Mileage				10,000
TOTAL				\$553,575.24

Estimated Support Time

	<u>Hours</u>	
Sergeant	50	3,857
L.E.T	150	<u>5,242</u>

Total Estimated Costs \$562,674.24

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per California Government Code Section 51301, the Sheriff, through contractual agreement, is authorized to provide the requested services.

The Honorable Board of Supervisors
December 19, 2006
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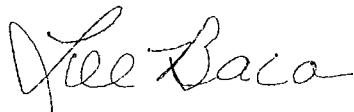
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services. The Tournament of Roses Parade will be staffed by deputy personnel on overtime status.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer, Board of Supervisors, return three originally executed agreements, by the Chairman of the Board, to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

**The original signed
contract to follow.**

**Attached is a copy
of the contract.**

**CONTRACT
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
& THE CITY OF PASADENA**

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CITY-COUNTY
SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, _____, 2006,
is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County,"
and the CITY OF PASADENA, hereinafter referred to as "City".

RECITALS:

- (a) The City of Pasadena and the Tournament of Roses Association will stage and conduct the annual Tournament of Roses Parade on January 1, 2007.
- (b) The number of spectators and vehicles that enter the City to attend this event is so great that the City Police Department will require considerable assistance to provide adequate police protection and traffic control.
- (c) The City is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department.
- (d) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (e) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide to the City law enforcement services according to a plan for law enforcement as developed and approved by the Sheriff and the Police Chief of the City subject to the conditions set forth in paragraph 2.1 and 2.2 for the following dates inclusive: December 31, 2006 through January 1, 2007. The services provided pursuant to this Agreement shall not reduce the normal and regular ongoing service that the County would otherwise provide if County did not enter into this Agreement for supplemental law enforcement services.

1.2 Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the

Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and under the municipal codes of the City.

2.0 ADMINISTRATION OF PERSONNEL

2.1 It is the intent of the Sheriff to hire sufficient personnel to staff according to the plan referred to in paragraph 1.1. However, to ensure the safety of the public and sworn personnel, should the Sheriff determine that an insufficient number of personnel are available to staff according to the plan referred to in paragraph 1.1, the Sheriff will notify the Chief of Police of the City no later than 5:00 p.m. on Friday, December 1, 2006.

2.2 The County agrees to provide to the City the following classification of personnel for use in carrying out the plan for law enforcement referred to in paragraph 1.1 and subject to the conditions set forth in this section.

<u>Classification</u>	<u># of Personnel</u>
Deputy Sheriff - Area Commander	1
Deputy Sheriff - Captain	1
Deputy Sheriff - Lieutenant	16
Deputy Sheriff - Sergeant	51
Deputy Sheriff - Bonus II	18
Deputy Sheriff - Bonus I	100
Deputy Sheriff - Generalist	378
Deputy Sheriff - Reserve	50
Operations Assistant II	1
Operations Assistant III	1
Communications Operator II	10
Custody Assistant	10
Custodian	4
Law Enforcement Technician	17
Parking Control Officer	16
General Maintenance Worker	4
Secretary V	2
Senior Criminalist	2
Supervising Communications Operator	2

Inventory Control Assistant II	1
Electronic Communications Technician	2
Custody Records Clerk II	2
Evidence & Property Custodian III	1
Word Processor II	1
Station Clerk II	1
Security Officers	4

An amount not exceeding 200 hours of clerical and logistical support time for administrative staff duties, planning and preparation, which includes set-up and breakdown of logistical equipment, and any other services the Sheriff may deem necessary to carry out the duties assigned to the Sheriff's Department under the plan for law enforcement referred to in paragraph 1.1, including pre-event and post-event float escorts as requested by the City.

2.3 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the providing of services under this agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law. In the event of such a circumstance, the Sheriff will provide notice of his inability to provide the services on or before 5:00 p.m. Friday, December 1, 2006, unless circumstances preclude him, as a practical matter, from giving such notice, in which event the Sheriff shall provide such notice as is feasible and practical under the circumstances.

2.4 In the event that additional personnel, beyond the personnel described herein, is requested by the City, the City agrees to fully reimburse the County for the cost of all additional personnel. Sheriff and Police Chief of the City must mutually agree upon the amount of additional personnel needed. County, through the Sheriff's Department, agrees to make best efforts to provide such additional personnel.

2.5 The hours of duty performed by County employees under this contract will be those established and agreed upon in the plan for law enforcement described in paragraph 1.1.

2.6 The rendition of the services performed by the Sheriff's Department, i.e., the standards of performance, the discipline of Sheriff's Department personnel, and the control

of all Sheriff's Department personnel employed under this Agreement shall be under, and remain under, the Sheriff of the County of Los Angeles or his authorized representative.

2.7 In the event of any dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or extent of services or manner of performance of such services, the determination thereof made by the Sheriff or his authorized representative shall be final and conclusive as between the parties hereto. The Sheriff will make such determination in good faith.

2.8 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become an employee of the County.

2.9 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County Officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this agreement and is a municipal function.

2.10 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

3.0 INDEMNIFICATION

3.1 The County and City agree to indemnify, defend and save harmless each other, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the indemnitor's operations, or its services hereunder, including any

workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of the City by any person pursuant to this agreement.

4.0 TERM OF CONTRACT

4.1 Unless sooner terminated as provided for herein, this agreement shall be effective December 31, 2006 and shall remain in effect until January 1, 2007.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this agreement with or without cause by giving not less than sixty (60) days advanced written notice to the other party.

5.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

6.0 CONTRACT SUM

6.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County Auditor-Controller.

6.2 For and in consideration of the rendition of the law enforcement services to be performed by the County for the City under the contract, the City agrees it will pay the County for said services at the hourly rates established each Fiscal Year by the County Auditor-Controller. For the Fiscal Year 2006-2007, the hourly rates are as follows:

CLASSIFICATION

HOURLY RATE

Deputy Sheriff - Area Commander	126.42
Deputy Sheriff - Captain	110.70
Deputy Sheriff - Lieutenant	92.65
Deputy Sheriff - Sergeant	77.13
Deputy Sheriff - Bonus II	75.98
Deputy Sheriff - Bonus I	62.96
Deputy Sheriff - Generalist	58.94
Deputy Sheriff - Reserve	49.21

Operations Assistant II	40.07
Operations Assistant III	45.90
Communications Operator II	36.69
Custody Assistant	37.40
Custodian	20.51
Law Enforcement Technician	33.93
Parking Control Officer	28.41
General Maintenance Worker	30.34
Secretary V	35.46
Senior Criminalist	65.78
Supervising Communications Operator	40.87
Inventory Control Assistant II	27.79
Electronic Communications Technician	49.03
Custody Records Clerk II	29.90
Evidence & Property Custodian III	34.51
Word Processor II	29.90
Station Clerk II	29.90
Security Officers	28.34

The rates depicted above are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits and overhead of the County attributable to the provision of services pursuant to this agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Board of Supervisors of Los Angeles County governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff of the County of Los Angeles, shall render to said City, a summarized invoice which covers all services performed during said event. A 3% liability surcharge and vehicle mileage charges will be added to the invoice. Said City shall pay County for all undisputed amounts within thirty (30) days after date of said invoice.

7.2 If such payment is not delivered to the County office which is described on said

invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 10 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

8.0 ENTIRE AGREEMENT

10.1 This Agreement constitutes the complete and exclusive statement of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
& THE CITY OF PASADENA**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

APPROVED AS TO FORM:

CITY OF PASADENA

City Attorney

By _____
City Manager

ATTEST:

APPROVED:

City Clerk

By _____
Police Chief, City of Pasadena

ATTEST:

Sachi A. Hamai
Executive Officer - Clerk
Los Angeles County
Board of Supervisors

COUNTY OF LOS ANGELES

By _____
Deputy

By _____
ZEV YAROSLAVSKY
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.
County Counsel

Principal Deputy County Counsel

SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES CONTRACT ANALYSIS

Name of Entity: City of Pasadena

Incorporated City x Other Agency _____

1. **Description of Services to be provided:** The Sheriff's Department will provide supplemental law enforcement services to the City of Pasadena for the City's annual Tournament of Roses Parade on January 1, 2007.

2. Required Resources:

Description	#	Item Cost	Total Cost
(See Attachment A for detailed listing of Personnel and related costs)			\$ 562,674

Start-Up: Not Applicable

Personnel:

The projected service levels for the City of Pasadena for this event are provided in Attachment A. Any increase in actual service provided will be fully reimbursed by the City. The applied hourly rates were determined by the Auditor-Controller's Office, pursuant to Section 51350 of the California Government Code and Board of Supervisor's Policy.

TOTAL REQUIRED RESOURCES (3% liability included) **\$ 562,674**

IS AN APPROPRIATION ADJUSTMENT REQUIRED? YES _____ NO X

3. Briefly describe the short and long-term sources of the staffing for the proposed new contract (e.g. overtime, new hires, transfers, etc.): The approval of the Supplemental Law Enforcement Agreement with the City of Pasadena during this annual event will not have any impact on current services. The Tournament of Roses Parade will be staffed by the Sheriff's sworn and professional staff on overtime status.

4. Briefly describe how the proposed contract and new staffing requirements will impact current unincorporated area services: The approval of the Supplemental Law Enforcement Agreement with the City of Pasadena will not have any impact on the resources provided to the unincorporated patrol areas. The Tournament of Roses Parade will be staffed by the Sheriff's sworn and professional staff on overtime status.

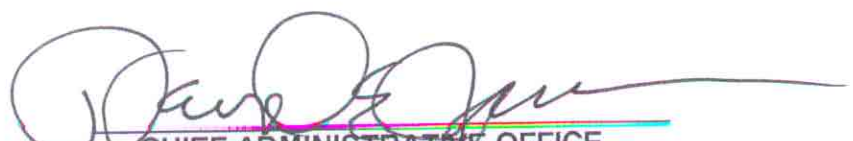
Contact: Sergeant Andrew Rosso

Phone: (323) 526-5737

Name and Title

APPROVAL SIGNATURES:


AUDITOR-CONTROLLER'S OFFICE


CHIEF ADMINISTRATIVE OFFICE

**ATTACHMENT A - CONTRACT ANALYSIS - CITY OF PASADENA
2007 ROSE PARADE - SHERIFF'S SERVICE LEVELS AND RELATED COSTS**

LASD Personnel - Name of Position	Hourly Rate	# of Persons	Total Hours (13 hrs per person)	Total Cost
Area Commander	126.42	1	13	1,643
Captain	110.7	1	13	1,439
Lieutenant	92.65	16	208	19,271
Sergeant	77.13	51	663	51,137
Deputy Bonus II*	75.98	18	234	17,779
Deputy Bonus I*	62.96	100	1300	81,848
Deputy Generalist*	58.94	378	4914	289,631
Reserve Deputy (daily salary)*	49.21	50	650	31,987
Communications Operator II	36.69	10	130	4,770
Custodian	20.51	4	52	1,067
Custody Assistant*	37.40	10	130	4,862
Custody Records Clerk II	29.90	2	26	777
Electronic Communications Tech	49.03	2	26	1,275
Evidence & Property Custodian III	34.51	1	13	449
General Maintenance Worker	30.34	4	52	1,578
Inventory Control Assistant	27.79	1	13	361
Law Enforcement Technician (LET)*	33.93	17	221	7,499
Operations Assistant II	40.07	1	13	521
Operations Assistant III	45.90	1	13	597
Parking Control Officer*	28.41	16	208	5,909
Secretary V	35.46	2	26	922
Security Officer*	28.34	4	52	1,474
Senior Criminalist	65.78	2	26	1,710
Sheriff's Station Clerk II	29.90	1	13	389
Suprv. Communications Operator	40.87	2	26	1,063
Word Processor II	29.90	1	13	389
SUB TOTALS		696	9048	\$530,345
LIABILITY INSURANCE				\$13,230
MILEAGE				\$10,000
SERGEANT SUPPORT COSTS (50 Hrs)				\$3,857
LET SUPPORT COSTS (150 Hrs)				\$5,242
TOTAL COSTS				\$562,674

* 3.00% Liability Charged